SOLICITA	A HON/CON I	RACI/ORDER FOR COM	IMERCIAL II	EMS	INITIALS / CONTRO	L NO.	KEQUISITI	ON NU	JIVIBER		
		COMPLETE BLOCKS 12, 17, 2			KJH/03272			N6	6604-30		
CONTRACT I	NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUM	MBER	5. SOLICITATION		25	6			SSUE DATE
7. FOR SOLIC	NOITATION a	ı. NAME	b. TELEPHONE	E NUMBER (No co		04-03-Q-27 MBER 8		DUE	ZU DATE / LOC	003 AP	
	ON CALL:	Kevin Hughes	40	01-832-1550	· ·	332-4820	2003 M	AY 1	17/2:00 1	PM	
9. ISSUED BY		CODE	N66604 10. THIS	S ACQUISITION IS	3	Į.	11. DE	LIVEF	RY IS FOB I	DESTINA	TION UNLESS
Commerci	ial Acquisition	Department, Building 11		UNRESTRIC	TED		BLOCK	(IS M	ARKED	SF	E SCHEDULE
Naval Undersea Warfare Center Division, Newport			:					12. DISCOUNT			
Code 5911, Simonpietri Drive				X SMALL BUSINESS TERMS: X SMALL BUSINESS TERMS: X ORDER UNDER DPAS			RATED				
Newport, RI 02841-1708							13b.				
11cwport, Rt 02041-1700					DISADV. BUSINESS	>	14. ME	14. METHOD OF SOLICITATION			
15. DELIVER TO		CODE		8(a)	Г	500 F		RFQ	IFB		RFP
Receiving	Officer	L	NAICS: 16. ADN	332999 S	SIZE STANDARD	500 Emp	X R			 	
_	hysics Services	Cornoration	ł			CEE DI O	CIZ 0			N	166604
	ell Highway	s Corporation		_		SEE BLO				_	
Newport,				P	ARTIAL SHII	PMENTS A	ARE AU	JTH	ORIZE	D.	
!		'armant	ļ	DIDECE	ALL DASZNEN	NIT INIOITI	тте л	т О	TIE INT	NIVID.	TTA T
	VC Division, N	ewport		DIRECT	ALL PAYME	TIFIED C			HE INI	лνщ	UAL
N660		CAGE CODE			IDEN	THED	MIAG	L 2.			
I/a. CONTRACT	OR/OFFEROR	CAGE CODE									
				AYMENT WILL BI	= MADE BY		COD	E			
	-	OR QUOTATION ONLY.									
IT IS NOT	TAN ORDER.		ļ								
POC/TELE. NO	D.										
DUNS NUMBE	R:										
17b. CHE OFFER	CK IF REMITTANCI	E IS DIFFERENT AND PUT ADDRESS			S TO ADDRESS SH				SEE NOTE	ABOVE	
19. ITEM NO.		20. SCHEDULE OF SI			SS BLOCK IS CHEC	21. QUANTIT	Y 22. U	NIT	23. UNIT	PRICE	24. AMOUNT
						21. 00/11111	1 22.0		20. 01411	TRIOL	24. 7WOON
NOTES:	(_)	awings including specifi									
	, ,) will not be exhibited or									
		Disc and can be obtained	• 0	•	-						
Kevin Hughes http://www.npt.nuwc.navy N66604-03-Q-2725. Please include you											
		nd FEDEX # so as to ex	•	-	ess, cage						
	coue, a	IIU FEDEA # so as to ex	peutte the pr	ocess.							
	(2) All req	uestors must agree to re	turn the CD	-R Disc to t	he attention						
	, ,	in Hughes at the Block 9									
DIST: File((1), Kr (1), 022	1 (1), 0221 Rec Control, O	rig (1)		"						
25. ACCOUNTIN	IG AND APPROPRIA	TION DATA						26.	TOTAL AV		
A1 97X49	930.NH6A 000	77777 0 066604 2F							17 07 0011.		
X 27a. SOLIC	CITATION INCORPO	PRATES BY REFERENCE FAR 52.212	2-1, 52.212-4. FAR	52.212-3 AND 52.	212-5 ARE ATTACH	ED. ADDEND	A X AR	E	ARE	NOT AT	TACHED.
27b. CON	TRACT/PURCHASE	ORDER INCORPORATES BY REFER	ENCE FAR 52.212	-4. FAR 52.212-5	IS ATTACHED. ADI	DENDA A	RE	А	RE NOT A	ITACHE	D.
28. CONTRA	ACTOR IS REQUIRE	D TO SIGN THIS DOCUMENT AND R	ETURN COPIE	S 29.	AWARD OF CONT	TRACT: REFE	RENCE				OFFER
TO ISSU	ING OFFICE. CONT	TRACTOR AGREES TO FURNISH AN	D DELIVER ALL ITE	MS SET	DATED		•	. YC	OUR OFFER	R ON SO	LICITATION
		ENTIFIED ABOVE AND ON ANY CON' ND CONDITIONS SPECIFIED HEREI		s	(BLOCK 5), INCLI ARE SET FORTH			OR CH	HANGES W	VHICH	ALL ITEMS
	RE OF OFFEROR/CO			31a. UNITED S	TATES OF AMERICA						ALLITEMO
206 NAME AND	D TITLE OF SIGNER	(TVDE OR RRINT)	ATE CIONED	216 NAME OF	CONTRACTING OF	EICED /TVDE	OD DDINIT		04- 1	DATE OV	ONED
SUD. INAIVIE AINI	D TITLE OF SIGNER	(TTPE OK PRIINT) 30C. DI	ATE SIGNED	STD. INAIVIE OF			OK PKINI	,	31C. I	DATE SIG	3NED
32a. QUANTITY	IN COLUMN 21 HAS	BEEN		33. SHIP. NUM		Hughes 34. VOUCHE	R NUMBE	R		UNT VEF	
☐ INSPECT	TED RECEIV			☐ PARTIAL	FINAL	1			COR	RECT FO	JK
32b. SIGNATUR	RE OF AUTHORIZED	CONTRACT EXCEPT DIGOVT. REPRESENTATIVE	AS NOTED 32c. DATE	36. PAYMENT	□ FINAL				37 CHF	CK NUM	BER
J. SIGIVATOR	001110111222					RTIAI D FI					
				38. S/R ACCOL	JN F NUMBER	39. S/R VOU	ICHER NUI	ивеR	40. PAID) BY	
41a. I CERTIFY	THIS ACCOUNT IS C	CORRECT AND PROPER FOR PAYM	ENT.	42a. RECEIVE	D BY (Print)						
41b. SIGNATUF	RE AND TITLE OF C	ERTIFYING OFFICER	41c. DATE	42b. RECEIVE	ED AT (Location)				1		
				42c. DATE RE	C'D (YY/MM/DD)	42d. TOTAL	CONTAIN	ERS	-		
				1	. ,			-			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES						
	SPARES per Requisition Nun	nber N66604-30	50-01	.7C (17 ITE	MS)		
CLIN NO.	NOMENCLATURE	DRAWING NUMBER	REV	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	SCREW, CAP, SOCKET HD	6300798-3-12	Α	2,300	EA	\$	\$
0002	SCREW, CAP	6300799-7-16		29,000	EA	\$	\$
0003	LIP SEAL	6300876-2	Α	430	EA	\$	\$
0004	CAP, VALVE (Cage 86768)	6-468-11-3		4	EA	\$	\$
0005	SCREW, CLAMPING	6813107		4	EA	\$	\$
0006	GAUGE, PRESSURE, LIQUID	6934906		6	EA	\$	\$
0007	CLAMP, CABLE HOSE	6935146	С	100	EA	\$	\$
8000	BEARING, BALL	6935188	С	200	EA	\$	\$
0009	SCREW, CAPTIVE	7052492		100	EA	\$	\$
0010	SCREW, CAPTIVE	7052493		100	EA	\$	\$
0011	BUMPER	7052496		4	EA	\$	\$
0012	ADAPTER ASSY, OIL FILL	7052506	Α	4	EA	\$	\$
0013	PACKING, PREFORMED	7052637-04	С	1,000	EA	\$	\$
0014	PACKING, PREFORMED	7052637-10	С	2,000	EA	\$	\$
0015	COUPLING, QUICK	7052652	Α	4	EA	\$	\$
0016	BOLT, CAPTIVE	7052700		100	EA	\$	\$
0017	SCREW (Cage 39428)	92210A145		3,000	EA	\$	\$
						Grand TOTAL	\$
	Offerors shal	l complete the	unit	price and	amount 1	blocks.	
		-		-			
OTES	S:						
('	1) ITEM 0004 Cage=86768=Sug	gested source	of av	ailability=			
•	Teledyne Inc., Teledyne Fluid				d. Brook	Park, OH 44142	

- (2)ITEM 0017 Cage=39428=Suggested source of availability= McMaster-CARR Supply Company, 600 County Line Rd., Elmhurst, IL 60126
- (3) See pages 15 and 16 for Packing and Marking Instructions for all CLIN Items.
- (4) See page 17 for a Matrix to CLIN Items, drawings and NORs.
- (5) ITEM 0001, NSN, 5305-01-983-6652
- (6) ITEM 0002, NSN, 5305-01-485-4528
- (7) ITEM 0003, NSN, 5330-01-485-6834
- (8) ITEM 0007, NSN, 5340-01-499-6597
- (9) ITEM 0008, NSN, 3110-01-485-8025
- (10) ITEM 0017, NSN, 5305-01-481-5816

DIRECT ALL PAYMENT INQUIRIES TO:

- 1. If your company's name begins with "A" through "I", contact Nancy Freeman at 401-832-5953.
- 2. If your company's name begins with "J" through "Z", contact Martha Heitzenrater at 401-832-5957.
- 3. The FAX number for Receipt Control is 401-832-3075

DELIVERY SCHEDULE

(a) The Government requires delivery to be made according to the following schedule:

		WITHIN DAYS AFTER
ITEM NUMBER	QUANTITY	DATE OF CONTRACT
0001	2,300	90
0002	29,000	90
0003	430	90
0004	4	90
0005	4	90
0006	6	90
0007	100	90
0008	200	90
0009	100	90
OO10	100	90
0011	4	90
0012	4	90
OO13	1,000	90
OO14	2,000	90
OO15	4	90
OO16	100	90
0017	3,000	90

(b) The Government will consider offers that propose earlier delivery than the required delivery schedule. Offers that propose delivery that will not clearly fall within the delivery schedule specified above, will either be considered unacceptable, or a later delivery schedule will be negotiated with all offerors. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

		WITHIN DAYS AFTER
ITEM NUMBER	QUANTITY	DATE OF CONTRACT
0001	2,300	
0002	29,000	
0003	430	
0004	4	
0005	4	
0006	6	
0007	100	
8000	200	
0009	100	
OO10	100	
0011	4	
0012	4	
OO13	1,000	
OO14	2,000	
OO15	4	
OO16	100	
0017	3,000	

E11 INSPECTION AND ACCEPTANCE AT ORIGIN (HARDWARE) (AUG 1999)

- (a) Inspection and acceptance of the supplies to be furnished hereunder shall be made by the designated Contract Administration Office Quality Assurance Representative (CAO-QAR) at the following Contractor's or subcontractor's plant: TBD (as designated in K15-6, "Place of Performance").
- (b) The Government requires advance notice of inspection per FAR 52.246-2, "Inspection of Supplies Fixed Price, para. (i)(2). The contractor shall notify the Government representative cited in para. (a) above as follows:
 - (1) CLINs/SCLINS: _
 - (2) Period of Advance Notice: working days
 - (3) Method of Advance Notice:
- (c) Where the contract also provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

CONTRACT CLAUSES ADDENDUM

ADD FAR CLAUSE 52.245-2 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (DEC 2001)

- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-3, Convict Labor (E.O. 11755);
 - (2) 52.233-3, Protest after Award (31 U.S.C 3553).
- (b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
	(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999)
_	(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if offeror elects to waive the preference, it shall so indicate in its offer).
	(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business
	Reauthorization and Amendments Act of 1994).
	(ii) Alternate I to 52.219-5.
	(ii) Alternate II to 52.219-5.
	(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
	(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
	(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
	(8), (9) and (10) are not applicable to this acquisition.
<u>A</u>	(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
_ <u>X</u>	(12) 52.222-26, Equal Opportunity (E.O. 11246).
<u>X</u>	(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
X	(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
<u>X</u> <u>X</u>	(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other
	Eligible Veterans (38 U.S.C. 4212).
X	(16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
<u>X</u> <u>X</u>	(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42
	U.S.C. 6962(c)(3)(A)(ii)).
	(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
	(18) through (26) are not applicable to this acquisition.

_	(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 522a).(28) 52.247-64, Preference for Privately Owned U.SFlagged Commercial Vessels (46 U.S.C. 1241).
the Contracti	ractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which ng Officer has indicated as being incorporated in this contract by reference to implement provisions of law or lers applicable to acquisitions of commercial items or components: cting Officer check as appropriate.)
_ _ _ _	(1) 52.222-41, Service Contract Act of 1965, as Amended (41 U.S.C. 351, et seq.). (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.). (3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.). (4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.). (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
(d) This para	graph is not applicable to this acquisition.
required to in	anding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not aclude any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph he reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components -
(2) 52 V6 (3) 52 (4) 52 re	.222-26, Equal Opportunity (E.O. 11246); .222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible eterans (38 U.S.C. 4212); .222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and .247-64, Preference for Privately Owned U.SFlagged Commercial Vessels (46 U.S.C. 1241) (flow down not quired for subcontracts awarded beginning May 1, 1996)222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
252 212 500	COMPANDA OF FIRMANDA AND COMPANDA OF THE PROPERTY OF THE PROPE
252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000)
(a) The Control	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
(a) The Control	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) Factor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if included in this contract by reference to implement provisions of law or Executive Orders applicable to of commercial items or components. 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) 252.206-7000, Domestic Source Restriction (10 U.S.C.2304)
(a) The Control	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) Factor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if acluded in this contract by reference to implement provisions of law or Executive Orders applicable to of commercial items or components. 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)
(a) The Contichecked, is in acquisitions of	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) Factor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if included in this contract by reference to implement provisions of law or Executive Orders applicable to of commercial items or components. 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) 252.206-7000, Domestic Source Restriction (10 U.S.C.2304) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). 252.225-7007, Buy American ActTrade AgreementsBalance of Payments Program
(a) The Controller checked, is in acquisitions of the controller checked.	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) Factor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if included in this contract by reference to implement provisions of law or Executive Orders applicable to of commercial items or components. 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) 252.206-7000, Domestic Source Restriction (10 U.S.C.2304) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
(a) The Contichecked, is in acquisitions of	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) actor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if actuded in this contract by reference to implement provisions of law or Executive Orders applicable to of commercial items or components. 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) 252.206-7000, Domestic Source Restriction (10 U.S.C.2304) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). 252.225-7007, Buy American ActTrade AgreementsBalance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7012, Preference for Certain Domestic Commodities 252.225-7014, Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
(a) The Controller checked, is in acquisitions of the controller checked.	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) actor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if actuded in this contract by reference to implement provisions of law or Executive Orders applicable to of commercial items or components. 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) 252.206-7000, Domestic Source Restriction (10 U.S.C.2304) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). 252.225-7007, Buy American ActTrade AgreementsBalance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7012, Preference for Certain Domestic Commodities 252.225-7014, Preference for Domestic Specialty Metals (10 U.S.C. 2241 note). 252.225-7015, Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
(a) The Controller checked, is in acquisitions of the controller checked.	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) Factor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if recluded in this contract by reference to implement provisions of law or Executive Orders applicable to of commercial items or components. 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) 252.206-7000, Domestic Source Restriction (10 U.S.C.2304) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). 252.225-7007, Buy American ActTrade AgreementsBalance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7012, Preference for Certain Domestic Commodities 252.225-7014, Preference for Domestic Specialty Metals (10 U.S.C. 2241 note). 252.225-7015, Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
(a) The Controller checked, is in acquisitions of the controller checked.	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) actor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if actuded in this contract by reference to implement provisions of law or Executive Orders applicable to of commercial items or components. 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) 252.206-7000, Domestic Source Restriction (10 U.S.C.2304) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). 252.225-7007, Buy American ActTrade AgreementsBalance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7012, Preference for Certain Domestic Commodities 252.225-7014, Preference for Domestic Specialty Metals (10 U.S.C. 2241 note). 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Alternate I) (Section 8064 of Pub. L. 106-259). 252.225-7021, Trade Agreements (19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
(a) The Controller checked, is in acquisitions of the controller checked.	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) Tractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if included in this contract by reference to implement provisions of law or Executive Orders applicable to of commercial items or components. 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) 252.206-7000, Domestic Source Restriction (10 U.S.C.2304) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). 252.225-7007, Buy American ActTrade AgreementsBalance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7012, Preference for Certain Domestic Commodities 252.225-7014, Preference for Domestic Specialty Metals (10 U.S.C. 2241 note). 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Alternate I) (Section 8064 of Pub. L. 106-259). 252.225-7021, Trade Agreements (19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)
(a) The Controller checked, is in acquisitions of the controller checked.	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) ractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if reluded in this contract by reference to implement provisions of law or Executive Orders applicable to of commercial items or components. 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) 252.206-7000, Domestic Source Restriction (10 U.S.C.2304) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). 252.225-7007, Buy American ActTrade AgreementsBalance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7012, Preference for Certain Domestic Commodities 252.225-7014, Preference for Domestic Specialty Metals (10 U.S.C. 2241 note). 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Alternate I) (Section 8064 of Pub. L. 106-259). 252.225-7021, Trade Agreements (19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755)
(a) The Controller checked, is in acquisitions of the controller checked.	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) ractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if recluded in this contract by reference to implement provisions of law or Executive Orders applicable to of commercial items or components. 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) 252.206-7000, Domestic Source Restriction (10 U.S.C.2304) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). 252.225-7007, Buy American ActTrade AgreementsBalance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7012, Preference for Certain Domestic Commodities 252.225-7014, Preference for Domestic Specialty Metals (10 U.S.C. 2241 note). 252.225-7015, Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note). 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Alternate I) (Section 8064 of Pub. L. 106-259). 252.225-7021, Trade Agreements (19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2534(a)(3)).
(a) The Controller checked, is in acquisitions of the controller checked.	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) ractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if reluded in this contract by reference to implement provisions of law or Executive Orders applicable to of commercial items or components. 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) 252.206-7000, Domestic Source Restriction (10 U.S.C.2304) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). 252.225-7007, Buy American ActTrade AgreementsBalance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7012, Preference for Certain Domestic Commodities 252.225-7014, Preference for Domestic Specialty Metals (10 U.S.C. 2241 note). 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Alternate I) (Section 8064 of Pub. L. 106-259). 252.225-7021, Trade Agreements (19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755)
(a) The Controller checked, is in acquisitions of the controller checked.	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) Cactor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if coluded in this contract by reference to implement provisions of law or Executive Orders applicable to of commercial items or components. 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) 252.206-7000, Domestic Source Restriction (10 U.S.C.2304) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). 252.225-7007, Buy American ActTrade AgreementsBalance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7012, Preference for Certain Domestic Commodities 252.225-7014, Preference for Domestic Specialty Metals (10 U.S.C. 2241 note). 252.225-7015, Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note). 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Alternate I) (Section 8064 of Pub. L. 106-259). 252.225-7021, Trade Agreements (19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7029, Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779) 252.225-7029, Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)). 252.225-7036, Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program (Alternate I) (41 U.S.C. 10a -10d and 19 U.S.C. 3301 note).
(a) The Controller checked, is in acquisitions of the controller checked.	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) **actor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if folluded in this contract by reference to implement provisions of law or Executive Orders applicable to of commercial items or components. 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) 252.206-7000, Domestic Source Restriction (10 U.S.C.2304) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). 252.225-7007, Buy American ActTrade AgreementsBalance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7012, Preference for Certain Domestic Commodities 252.225-7014, Preference for Domestic Specialty Metals (10 U.S.C. 2241 note). 252.225-7015, Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note). 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Alternate I) (Section 8064 of Pub. L. 106-259). 252.225-7021, Trade Agreements (19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). 252.225-7028, Exclusionary Policies and Practices of Foreign Military Sales (22 U.S.C. 2779) 252.225-7029, Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)). 252.225-7036, Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program (Alternate I) (41 U.S.C. 10a -10d and 19 U.S.C. 3301 note).

 252.247-7023, Transportation of Supplies by Sea _	Alternate I _	Alternate II (10	U.S.C. 2631)
 252.247-7024, Notification of Transportation of Su	pplies by Sea	(10 U.S.C. 2631)	

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items clause of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note)

252.247-7023, Transportation of Supplies by Sea (10 U.S.C. 2631)

252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

ADDITIONAL CONTRACT TERMS AND CONDITIONS -- APPLICABLE WHEN CHECKED.

__ 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION) (MAY 1999)

X 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

X 52.232-36, PAYMENT BY THIRD PARTY (MAY 1999)

YEAR 2000 WARRANTY - INFORMATION TECHNOLOGY

- (a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.
- (b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.
- (c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.
- (d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.
- (e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.
- (f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

X 52.211-5, MATERIAL REQUIREMENTS, (AUG 2000)

X ADDITIONAL MATERIAL REQUIREMENT (MAR 2001)

All items shall be new, as defined in FAR 52.211-5, Material Requirements.

INVOICES (APR 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state --

- (a) The starting and ending dates of the subscription delivery; and
- (b) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

INVOICE PROCEDURES AND LIMITATION OF LIABILITY

- (a) <u>Limitation of Liability</u>. This order is subject to a "not-to-exceed" funding limitation and the amount currently available for payment hereunder is limited to the total "not-to-exceed" amount in Block 28 of the order. No legal liability on the part of the Government for payment in excess of this amount shall arise unless additional funds are made available and are incorporated as a modification to this order. If the contractor cannot perform in exact accordance with this order, withhold performance and notify the contracting officer immediately, giving your quotation.
- (b) Invoicing. The contractor shall submit invoices to:

Name: , Code , Building

Mailing Address:

Naval Undersea Warfare Center Division, Newport

1176 Howell Street Newport, RI 02841-1708

Telephone: Commercial: (401) 832-

(c) <u>Final Adjustment</u>. A written modification to this order will reflect actual costs incurred at the end of the order period, and be subject to a <u>downward adjustment only</u>. No changes can exceed the total "not-to-exceed" amount in Block 28 of the order, or as last modified.

ACCESS TO GOVERNMENT SITE (DEC 2001)

- (a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.
- (b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.
- (c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at https://www.npt.nuwc.navy.mil/envpol00.htm.
- (d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.
- (e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

SOLICITATION PROVISIONS

The following provisions marked with an X apply to this solicitation:

52.212-2 EVALUATION -- COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
 - (1) ability to meet the delivery schedule;
 - (2) price;
 - (3) past performance
- (b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2000)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
 - (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or (C) If this solicitation is a request for proposals, it was the only proposal received.
 - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
 - (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100

470 L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925)

Facsimile (202 619-8978).

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179; Facsmilie (215) 697-1462.

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained-
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at http://www.dodssp.daps.mil.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at

http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

Complete the information required below and provide a copy with your offer.

K15-6	PLACE	OF PERFO	ORMANCE (FAR 52.215-6) (OCT 1997)

ME O TEMEL OF TEM ORIVINIVEE	(1711 22:21: 0) (00:11777)
- · · · · · · · · · · · · · · · · · · ·	nance of any contract resulting from this solicitation, intends, does not more plants or facilities at a different address from the address of the offeror or esponse to request for information.
(b) If the offeror or respondent checks "interrequired information:	nds" in paragraph (a) of this provision, it shall insert in the following spaces the
Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if other than offeror or respondent
CONTRACTOR IDENTIFICATION:	
DUNS number is:	
CAGE code is:	

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FEB 2002) -- ALT I (FEB 2002) -- ALT III (OCT 2000)

(a) *Definitions*. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS). (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN. (3) Taxpayer Identification Number (TIN).
 ☐ TIN:
(4) Type of organization. Sole proprietorship Partnership Corporate entity (not tax-exempt); Government entity (Federal, State, or local); Foreign government; International organization per 26 CFR 1.6049-4; Other Other Offeror is not owned or controlled by a common parent. Name and TIN of common parent: Name
TIN
 (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply. (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern. (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned
small business concern. (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \square is, \square is not, a
small disadvantaged business concern as defined in 13 CFR 124.1002. (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business
concern.

Note: Complete paragraph (c)(6) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \square is, a women-owned business concern.
(7), (8) and (9) are not applicable to this acquisition (10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.) [The offeror shall check the category in which its ownership falls]: Black American.
Hispanic American.
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore,
Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru). Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri
Lanka, Bhutan, the Maldives Islands, or Nepal). Individual/concern, other than one of the preceding.
(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents as part of its offer that— (i) It \square is, \square is not a HUBZone small business concern listed, on the date of this representation, on the List of
Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and (ii) It \square is, \square is not a joint venture that complies with the requirements of 13 CFR part 126, and the
representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of
the HUBZone representation. (d) Representations required to implement provisions of Executive Order 11246
(1) Previous Contracts and Compliance. The offeror represents that
(i) It has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and
(ii) It has, has not, filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that
(i) It \square has developed and has on file, \square has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
(ii) It \square has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
(f), and (g) are not applicable to this acquisition.
(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that—
(1) The offeror and/or any of its principals are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
(i) is not applicable to this acquisition.
252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONSCOMMERCIAL ITEMS (NOV 1995) (a) Definitions. As used in this clause
(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it
(1) Does not comply with the Secondary Arab Boycott of Israel; and
(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
(2) Representation. The Offeror represents that it
Does anticipate that supplies will be transported by sea in the performance of any contract or subcontrac resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

X 252.225-7000, BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP

- (a) <u>Definitions</u>. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this
- (b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.
- (c) Certifications.

(1) The Offeror certifies that--

subcontract resulting from this solicitation.

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:							
Qualifying C	Qualifying Country End Products						
Line Item No.	Country of Origin						
(List only qualifying country end products.)							
(3) The Offeror certifies that the following end products are nonqualifying country end products:							
Nonqualifying Country End Products							
Line Item No.	Country of Origin (If Known)						

PACKING and MARKING INSTRUCTION

1. **FOR CLIN ITEMs 0001, 0002 and 0017**

Quantity Unit Pack - **QUP = 100**

Preservation Methods - PRES MTHD = 33 (Greaseproof-waterproof bag, sealed)

Cleaning Procedure - CLNG/DRY = 1 (Any suitable process not injurious to item)

Preservation Material - PRESV MAT =00

Wrapping Material - WRAP Mat = XX

Cushing & Dunnage - CUSH/DUNN MAT = AD (Cushion, anchor, block or brace IAW MIL-STD-1186)

Thickness of Cushing - CUSH/DUNN THKNESS = X (As required to protect the item)

Unit Container - UNIT CONT =10 (any suitable container in table J.VII)

Optional Procedure Indicator - OPI = O (Option can be exercised if it does not increase package size, weight or cost)

Intermediate Container - INTRMDTE CONT = XX

Intermediate container quantity - INTRM DTE CONT QTY = AAA (Max of 100, not over 40 lbs, not greater than 1.5 Cu Ft)

Pack Code (Over packaging) PACK CODE = U (Package suitable for carrier i.e UPS, motor freight, postal service, etc.)

SPECIAL MARKING CODE = 00 (No special marking)

DOD BAR CODE MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION), MARKING AND BAR CODING IAW AIM BC1.

2. **FOR CLIN ITEMs 0003, 0004, 0005, 0007, 0008, 0011. 0013. and 0014**

Quantity Unit Pack - QUP = 001

Preservation Methods - PRES MTHD = 33 (Greaseproof-waterproof bag, sealed)

Cleaning Procedure - CLNG/DRY = 1 (Any suitable process not injurious to item)

Preservation Material - PRESV MAT =00

Wrapping Material - WRAP Mat = XX

Cushing & Dunnage - CUSH/DUNN MAT = AD (Cushion, anchor, block or brace IAW MIL-STD-1186)

Thickness of Cushing - CUSH/DUNN THKNESS = X (As required to protect the item)

Unit Container - UNIT CONT = 10 (any suitable container in table J.VII)

Optional Procedure Indicator - OPI = O (Option can be exercised if it does not increase package size, weight or cost)

Intermediate Container - INTRMDTE CONT = XX

Intermediate container quantity - INTRM DTE CONT QTY = AAA (Max of 100, not over 40 lbs, not greater than 1.5 Cu Ft)

Pack Code (Over packaging) PACK CODE = U (Package suitable for carrier i.e UPS, motor freight, postal service, etc.)

SPECIAL MARKING CODE = 00 (No special marking)

DOD BAR CODE MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION), MARKING AND BAR CODING IAW AIM BC1.

3. FOR CLIN ITEMs 0006, 0012 and 0015

Quantity Unit Pack - **QUP** = **001**

Preservation Methods - PRES MTHD = 33 (Greaseproof-waterproof bag, sealed)

Packaging Procedure-PACK MTHD=AE (Seal or plug all openings)

Cleaning Procedure - CLNG/DRY = 1 (Any suitable process not injurious to item)

Preservation Material - PRESV MAT =00

Wrapping Material - WRAP Mat = XX

Cushing & Dunnage - CUSH/DUNN MAT = AD (Cushion, anchor, block or brace IAW MIL-STD-1186)

Thickness of Cushing - CUSH/DUNN THKNESS = X (As required to protect the item)

Unit Container - UNIT CONT = 10 (any suitable container in table J.VII)

Optional Procedure Indicator - OPI = O (Option can be exercised if it does not increase package size, weight or cost)

Intermediate Container - INTRMDTE CONT = XX

Intermediate container quantity - INTRM DTE CONT QTY = AAA (Max of 100, not over 40 lbs, not greater than 1.5 Cu Ft)

Pack Code (Over packaging) PACK CODE = U (Package suitable for carrier i.e UPS, motor freight, postal service, etc.)

SPECIAL MARKING CODE = 00 (No special marking)

DOD BAR CODE MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION), MARKING AND BAR CODING IAW AIM BC1.

4. FOR CLIN ITEMs 0009, 0010, and 0016

Quantity Unit Pack - **QUP** = **001**

Preservation Methods - PRES MTHD = 33 (Greaseproof-waterproof bag, sealed)

Packaging Procedure-PACK MTHD=EK (Install protective sleeve on threads to prevent damage)

Cleaning Procedure - CLNG/DRY = 1 (Any suitable process not injurious to item)

Preservation Material - PRESV MAT =00

Wrapping Material - WRAP Mat = XX

Cushing & Dunnage - CUSH/DUNN MAT = AD (Cushion, anchor, block or brace IAW MIL-STD-1186)

Thickness of Cushing - CUSH/DUNN THKNESS = X (As required to protect the item)

Unit Container - UNIT CONT =10 (any suitable container in table J.VII)

Optional Procedure Indicator - OPI = O (Option can be exercised if it does not increase package size, weight or cost)

Intermediate Container - INTRMDTE CONT = XX

Intermediate container quantity - INTRM DTE CONT QTY = AAA (Max of 100, not over 40 lbs, not greater than 1.5 Cu Ft)

Pack Code (Over packaging) PACK CODE = U (Package suitable for carrier i.e UPS, motor freight, postal service, etc.)

SPECIAL MARKING CODE = 00 (No special marking)

DOD BAR CODE MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION), MARKING AND BAR CODING IAW AIM BC1.

Matrix Item to Drawings and NORs Requisition N66604-3050-017C

Item	Part Number	Rev	Nomenclature	Dwg Number	Rev.	Next Lower	Rev	Next LL
	6300798-3-12		SCREW, CAP, SOCKET HD	6300798-3-12	A	INCAL LOWER	I	NOXULL
0001	0300730 3 12		DOKEW, OAI , COOKET TID	0000730 0 12				
0002	6300799-7-16		SCREW, CAP	6300799-7-16				
						1		
0003	6300876-2	Α	LIP SEAL	6300876-2	Α			
0004	0.400.44.0			0.400.44.0	1		1	
0004	6-468-11-3		CAP, VALVE (Cage 86768)	6-468-11-3				
0005	6813107		SCREW,CLAMPING	6813107				
0003	0013107		SCREW, CLAWFING	0013107				
			GAUGE, PRESSURE, LIQUID					
0006	6934906		FILLED	6934906				
0000	000 1000		,	000 1000		1		
0007	6935146	С	CLAMP, CABLE HOSE	6935146	С			
					,		,	
8000	6935188	С	BEARING, BALL	6935188	С			
0000	7050400		loopeyy, oxprive	7050400	1		1	
0009	7052492		SCREW, CAPTIVE	7052492				
0010	7052493		CCDEW CARTIVE	7052493				
0010	7052495		SCREW, CAPTIVE	7052495				
0011	7052496		BUMPER	7052496				
0011	7 002 100			1002100		1		
0012	7052506	Α	ADAPTER ASSY, OIL FILL	7052506	Α			
	48/NUE02037-					48/NUE0203		
0012						7-17		
0012	5205453	J				5205453	J	
	6935292	Α				6935292	Α	
	48/NUE02037-					0000202	'`	48/NUE02037-
0012								14
	1		1			1		1
0013	7052637-04	С	PACKING, PREFORMED	7052637-04	С			
		SCN						
0013	WS22193	-3				WS22193	SCN-3	
0044	7050007.40		DACKING DDEECDMED	7050007.40		T	1	T
0014	7052637-10	C	PACKING, PREFORMED	7052637-10	С			
004.4		SCN				WC22402	CONTO	
0014	WS22193	-3				WS22193	SCN-3	1
			COUPLING, QUICK					
0015	7052652	Α	DISCONNECT	7052652	Α			
0013	1 002002	_ ^	DIGCOMINECT	1 002002	_ ^	1	l	1
0016	7052700		BOLT, CAPTIVE	7052700				
						1		
0017	92210A145		SCREW (Cage 39428)	92210A145				
	•			•	•	•	•	•